



Consumer Online Banking Enrollment Agreement

AGREEMENT AND DISCLOSURE (Consumer and Personal Checking Services Only)

This Agreement and Disclosure (“Agreement”) is effective between IBERIABANK (the “Bank”) and each customer of the Bank who hereby subscribes to the Bank’s Online Banking / or Bill Pay Services, or any person authorized by the customer to use the client’s Online Banking services. This Agreement discusses how you can use Online Banking to obtain information about your account, transfer funds between your accounts, and request certain other bank services, and use Bill Pay to pay bills online. It also contains the terms and conditions for Online Banking and Bill Pay. This Agreement describes your and our rights and responsibilities with respect to Online Banking services; it supplements the electronic funds transfer agreement(s) and disclosure(s) that you received previously when opening your deposit account(s) and/or contracting for other types of electronic funds transfer access to those accounts at the Bank. Whoever uses Online Banking either directly or on behalf of a client is bound by this Agreement.

Definitions. In this Agreement the words “you,” “your” and “user” mean those who sign as applicants, are authorized user(s) of your designated account(s) or have an interest in the account(s), or who subscribes to or uses the Online Banking services. The words “we,” “us” and “our” mean the Bank and any agent, independent contractor, designee, or assignee that the Bank uses in the provision of online banking services. The word “payee” means an individual or business that you select in advance to receive one or more bill payments. "Electronic funds transfers" means withdrawals, preauthorized transactions, point-of-sale transactions, and transfers to and from your Bank accounts using Online Banking including bill payments. "Business days" are Monday through Friday except for bank holidays. Other definitions appear within the text of this Agreement.

Access. To use Online Banking, you must have at least one account at the Bank, access to the Internet with a 128-bit data encryption browser, and completed an Online Banking application. Online Banking is generally accessible 24 hours a day, seven days a week, except for reasonable periods of time for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required we may modify, suspend or terminate access to Online Banking services at any time and for any reason without prior notice, in order to protect the system or your account. We will give you notice in other situations if required by law. Additionally, we reserve the right to deactivate any Online Banking service that has been “inactive” for a period of 90 days and terminate service if “inactive” for a period of one year.

Security. We will assign to you an Online Banking client identification (“ID”) number and Password, which you must use to access the online banking service and / or online bill pay. We may require you to change your PASSWORD from time to time for security purposes. You are responsible for keeping your ID and Password confidential. We are entitled to act on transaction instructions received using your ID and Password, and you agree



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that the use of your ID and Password will have the same effect as your signature authorizing the transaction. Although we make every effort to insure that our online banking service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We do not guarantee that all data transfers using Online Banking, or email transmitted to and from us, will not be monitored or read by others.

Disclaimer of Liability. You are responsible to obtain, install, maintain and operate all computer hardware and software necessary for Online Banking services. We are not responsible to you for any loss or damage that you suffer as a result of the failure of systems and hardware that you use to interface with our systems, or systems and software that you use to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You alone are responsible for the adequacy of the systems and software that you utilize to process transactions and the ability of such systems and software to do so accurately. We are not liable to you for any computer virus that may be attributable to the transactions using our

Online Banking services.

Your Account. If you use Online Banking to access an account that requires more than one signature to authorize a transfer or write a check, or your account is subject to dollar or transaction limits, the Bank will not monitor or restrict those aspects of those accounts in our Online Banking services. When such a restricted account is accessed through our Online Banking services, the authorized signers are jointly responsible for all transactions that occur in the account, whether the restrictions are violated or not.

General Description of Services.

In general, the Online Banking service enables you to:

- View account balances, transaction history, and e-documents;
- Transfer funds between accounts;
- Set up recurring transfers between accounts; and
- Download account transactions.

In general, if you activate Bill Pay service you may:

- Pay bills to most merchants, individuals and institutions;
- Set up recurring payments; and
- Download your payment schedule.

This list is not exhaustive. We may offer additional or different Online Banking services in the future, all of which will be governed by this Agreement.



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Online Banking Limitations. For security purposes, we may from time to time establish limits on certain aspects of funds transfers through Online Banking:

- On the dollar amount of funds transfers you may make each day.
- On the number of balance inquiries, or number of dollar amount of transfers you may make via Online Banking or Bill Pay in a single day. (Transfers from some types of accounts are restricted by federal law, or by our design of the product. Refer to your account agreement for further information regarding these limitations.)
- The amount of transfers that you may make. (This is also limited by the available balance in the account you wish to transfer from, including any funds available through overdraft protection you have with us.)
- If you request a transfer that exceeds the funds available in the account from which a transfer is being made, we will not be required to honor the request. However, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available in the account, that account will be subject to our current fee for processing items drawn against non-sufficient funds.
- Online Banking instructions to transfer funds (excluding bill pay transactions) received by 7:00 p.m. CT on a business day will be credited/debited to your designated accounts on that business day, assuming that you have sufficient available funds. Transfers processed after that time will be credit/debited on the next business day.

Bill Pay through the Online Banking Service. Bill Pay is an electronic payment system which permits you to initiate and authorize payments from your accounts to payees you select to receive payments via this service. You can set up a payment to occur only on demand or you can set a payment to recur (for example, each month). Recurring payments must be paid in the same amount and on the same date. Payments you make on demand can vary in amount and/or date. After you establish a recurring or an on demand payment, the Bank will automatically execute bill payments according to your instructions and will continue until you cancel your instructions.

You can do that by writing us at:

Online Banking Customer Service
IBERIABANK

12719 Cantrell Rd, Suite 103

Little Rock, AR 72223

Or e-mail via the "Contact Us" option on our website.

- To participate in Bill Pay, you must have a checking account with us and use Online Banking. You can use Bill Pay to make payments from any of your checking accounts with us. To pay bills using Bill Pay, first you use your client ID and Password for the OnlineBanking service to authorize a payment from your account.



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After we receive your instruction the payment is made either by (i) transferring funds electronically from your account to the payee or (ii) preparing a paper check to the payee and mailed via first class mail. This payment date should not be the “due date” of your bill; see below on how to schedule payments.

- You may use Bill Pay to authorize recurring payments to pay recurring bills. These payments must be for the same amount each month, and these will be sent on the same calendar day of each month. (If that day does not fall on a business day, the payment will be sent on the next business day.) When you enter and transmit payment instructions to us, you authorize us to withdraw funds from your account and make the payment you direct. We will make that payment unless we have some reason not to do so, for example if your account has insufficient funds (including funds available under any overdraft line of credit or Bounce Protection Privilege). You are responsible for any non-sufficient funds or overdraft charges the Bank may impose, as stated in the deposit agreements governing your accounts.

We also may refuse to honor payment requests that appear to be fraudulent, incomplete, erroneous, or if you do not follow the Bank's instructions for Bill Pay. You should be aware that Payees do not accept electronic payments through our Bill Pay Service. When we receive such notice of refused electronic payment, our Bill Pay system automatically prepares and mails a paper check to the Payee. In addition, we reserve the right to refuse to pay certain Payees, including, without limitation, Payees appearing on the list of Specially Designated Nationals published by the Office of Foreign Asset Control in the United States Department of the Treasury.

- As you schedule payments, you should take into account delays that arise in processing and mailing bill payments. In general, you may schedule bill payments for the current business day or any date in the future, and we will process your payment on the date you schedule. However, a bill payment may not actually be sent until two days after it is processed, so you should schedule payments to be processed at least two business days before it will be sent.
- Payments will be processed twice a day Monday through Friday (excludes Saturdays, Sundays and holidays). Payments are processed at 2 a.m. CT and at 12 noon. CT. If you schedule a payment to be processed before 2 a.m. CT for payment that day, it will be processed at 2 a.m.; subsequently, if you schedule a payment to be processed after that time, it is processed at 12 noon CT that same day. If you schedule a payment to be processed after 12 noon CT, it will be processed the next business day at 2 a.m. CT.



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- If a scheduled Bill Pay bill payment falls on a weekend or holiday, the payment will be made on the Friday before the weekend, or on the last business day before the holiday.
- For payments made by paper check (not electronically), you agree that paper checks are mailed and may not be received by the payee until 5 to 8 business days later. Also, many payees are slow to process a payment on the day that it is received. You authorize us (and an agent that we may select) to use any payment method (electronic or paper) we choose to process each of your payments. Payments made by check will be sent by the U.S. Postal Service outside of the state in which the agreement transpired.
- For payments made electronically, funds are debited from your account the same day that the payment is processed. If the electronic payment is scheduled before 2 a.m. CT for payment that day, it will be processed at 2 a.m.; subsequently, if the payment is scheduled after that time it will be processed at 12 noon CT the same day. Any payments scheduled after 12 noon CT, will be processed the next business day at 2 a.m. CT.
- You are responsible to use online bill pay so that your bills are paid on time. If you incur late payments or finance charges because you did not schedule payments or transmit payment instructions in a timely manner then you must pay those fees. We are not responsible for any delay or adverse consequence from the choice of payment methods, from delays in the delivery of mail or from the improper handling or transmission of payments by someone other than us. We also are not responsible for the failure of a payee to accept, process or properly post a payment in a timely manner. We have no obligation to notify you if a payment is incomplete because there are insufficient funds in your account. In all cases, you must either make alternate arrangements for the payment or must reschedule the payment through *Bill Pay*.
- The Bank has no duty to monitor payments made through bill pay.
- To cancel a bill payment that you have scheduled, you must cancel the payment online before the time it is scheduled to be processed. If the payment is being processed at 2 a.m. CT, then you must cancel it before that time. If it is scheduled for processing at 12:00 noon CT, you must cancel it before that time.

Stop Payment Requests.

Electronic Payments: You CANNOT cancel or stop a bill payment which is being paid electronically. Once it is processed and debited from your account, it is gone.

Paper Check Payments: You may request that the Bank stop payment on a paper draft drawn against your Account if the Bank has not accepted, certified, made final payment on or otherwise become accountable for the item. If the paper draft has not



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cleared, we will immediately process your stop-payment request. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the payee ID number from the Bill Payment "Payment History" Screen. You may be required to confirm the stop payment request in writing and mail it to us within 14 days of your request. You will incur stop-payment charges as disclosed in the current Fee Schedule.

- **Confirmation Number.** A confirmation number will be assigned to each *Online Banking* transaction and *Bill Pay* payment, amended payment, deleted payment, or skipped payment at the time you submit your request. Please record these confirmation numbers for future reference. These will help us resolve any questions, and expedite any request you may have about your *Bill Pay* transactions.
- The Bank will continue to verify funds availability in your account for an electronic bill pay item until either your account has the funds available or you delete the payment from your scheduled online bill payments.

Periodic Statements. You will get a monthly account statement from us in the mail or electronically, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. All *Online Banking* deposit account transactions, including bill pay items effective during that statement period will be reflected on your statement.

Fee Schedule for *Online Banking* and *Bill Pay*.

- *Online Banking* - No charge
- *Bill Pay* through *Online Banking* – No charge.
- In addition, fees and charges for other services may apply to online transactions (including but not limited to fees for processing insufficient funds items and stop payment orders).

Our Liability for Online Banking. If we do not complete a transfer to or from your designated account on time using Online Banking, or in the correct amount we may be liable for your losses or damages. There are some exceptions and we will NOT be liable for instance:

- If, through no fault of ours, you do not have sufficient funds in your account or it goes over your credit limit on your overdraft protection.
- If the money in your designated account is subject to legal process or other claim restricting the transfer.
- If the electronic device (telephone, computer, modem, or other) or communication line, circuit, network or service used to connect and/or provide instructions to us was not working properly and you knew about the malfunction or breakdown when you



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started the transfer request.

- If circumstances beyond our control prevent the completion of the transaction despite reasonable precautions that we have taken to avoid these circumstances.
- If we believe in good faith that a breach of security has occurred or is occurring involving your account(s) or your use of the online banking services and we take immediate steps to notify you.
- If the *Online Banking* online banking service causes an incorrect amount of the funds to be removed from your transaction account due to a malfunction, the service shall be responsible, but only for returning the improperly transferred funds to your transaction account and for directing the proper transfers.
- If there are other circumstances which relieve us from responsibility, for example in other agreements between you and us with respect to your account(s).
- If you did not receive a confirmation number for a transfer request when using this service.

You agree to abide by all rules on Online Banking and Bill Pay. In addition, our liability is limited to the actual loss or damage you prove if the error was bona fide and unintentional. Liability for Unauthorized Transactions. Tell us AT ONCE if you believe your online banking services client ID number or Password has been lost or stolen. Also tell us if someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. Telephoning us is the best way to keep your possible losses down. To notify us about your lost client ID or Password or about unauthorized transfers from your account, call (800) 682-3231 anytime, 24 hours a day, 7 days a week; or write to us at:

Online Banking Customer Service
IBERIABANK
12719 Cantrell Rd, Suite 103
Little Rock, AR 72223
Or e-mail via the "Contact Us" option on our website.

In case of stolen access to your account(s), you could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your client ID number or Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your client ID number or Password, and we can prove that we could have stopped someone from using your client ID number or Password without your permission if you had told us, you could lose as much as \$500.00.

You should check your statement monthly. If it shows transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after you receive the first statement showing an unauthorized transfer, you may not get back any money lost after the sixty (60)



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days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Error Resolution. Telephone us at (800) 682-3231, or write to us at the address shown below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

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12719 Cantrell Rd, Suite 103
Little Rock, AR 72223

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you write to us, please:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.
- If you tell us orally we may require that you write to us about it within ten (10) business days.
- We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.
- For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or questions.
- For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.
- We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



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Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- To complete transfers;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agencies or court orders, or as permitted by law; or
- If you give us your written permission; or
- As otherwise provided in other agreements you have with us regarding your account(s).

Notices of Changes in Service. From time to time we may change the terms and conditions for *Online Banking*, and if so we will mail or electronically deliver a notice to you at least thirty (30) days before the effective date of any change when required by law to do so. Such notices from us will be effective when we electronically deliver them to you, or when we mail them to your last known address in our records. Written notices from you will be effective when received by us at the addresses specified in this Agreement. Your use of *Online Banking* is subject to existing regulations covering your designated accounts and any future changes to those regulations.

Enforcement. In the event that we bring a legal action to enforce this Agreement or to collect amounts you owe as a result of any transaction, you agree to pay the reasonable attorneys' fees and costs that we may incur, subject to any limits under applicable law.

Our Right to Terminate. We may terminate this Agreement without notice to you, which denies or limits your use of Online Banking and/or Bill Pay if we reasonably determine that the service(s) should be terminated. We can also terminate your access to Online Banking or Bill Pay if:

- You have insufficient funds in any one of your Bank accounts. Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- You or any authorized user of your Online Banking client ID or Password breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Online Banking client ID or Password;
- We notify you or any other party to your designated account that we have cancelled or will cancel this Agreement.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before we terminate your services. If we terminate your access to these services, you cannot reopen them unless you contact Customer Service (see the address in the next paragraph).



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Your Rights to Terminate. You may terminate your use of the Online Banking or Bill Pay services at any time by calling (800) 682-3231, or writing to us at

Online Banking Customer Service
IBERIABANK
12719 Cantrell Rd, Suite 103
Little Rock, AR 72223

You must notify us at least ten (10) business days before the date on which you wish to have this service terminated. We may require that you put your request in writing. If you scheduled bill payments to occur within the ten (10) day period and do not want them to clear your account, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for the payments you initiated before termination.

Other Provisions.

Funds Availability:

- There may be a delay between the time a deposit is made and when those funds are available for withdrawal or transfer. You should review our Funds Availability Policy to determine the availability of the funds deposited. We reserve the right to refuse to complete any Online Banking transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Electronic Notice:

- We may send e-documents to you by electronic mail (e-mail). You may use electronic mail (e-mail) to contact us about inquiries, maintenance and/or some problem resolution issues. Because e-mail may not be a secure method of communication, we recommend that you not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password or to stop a payment). In these cases do not use e-mail. Instead call us at (800) 682-3231.

New Services:

- As we introduce improved or new online banking services from time to time, your use of these new services after these become available is your agreement to be bound by all terms and conditions applicable to them.

Ownership of Website:

- The context, information and offers on our website are copyrighted by IBERIABANK, and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.



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Governing Law:

- This Agreement and our other agreements with you are governed by applicable state and federal law. Your existing account relationships will continue to be governed by the laws as disclosed in those account agreements.

Scope of Agreement:

This is our complete agreement with you for our Online Banking services. No other statement or information, including language in our website, is part of this Agreement.